

AMENDMENT TO
AGREEMENT FOR RECIPROCAL COMPENSATION FOR CMRS LOCAL CALLING IN ILLINOIS
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS
AND
SOUTHWESTERN BELL MOBILE SYSTEMS, INC.; SBMS CELLULAR TELECOMMUNICATIONS
BLOOMINGTON, INC.; CHAMPAIGN CELLTELCO; DECATUR CELLULAR TELEPHONE COMPANY, INC.;
SBMS CELLULAR TELECOMMUNICATIONS SPRINGFIELD, INC.; and TEXAS/ILLINOIS CELLULAR LIMITED
PARTNERSHIP

This Amendment (the "Amendment"), dated as of _____, 2003, is to the Agreement For Reciprocal Compensation for CMRS Local Calling in Illinois by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., on behalf of Ameritech Illinois and Southwestern Bell Mobile Systems, Inc.; SBMS Cellular Telecommunications Bloomington, Inc.; Champaign CellTelCo; Decatur Cellular Telephone Company, Inc.; SBMS Cellular Telecommunications Springfield, Inc.; and Texas/Illinois Cellular Limited Partnership, dated December 18, 1996 (the "Agreement"); and through this Amendment, the Agreement is by and between Illinois Bell Telephone Company¹ d/b/a SBC Illinois ("SBC Illinois") and Southwestern Bell Mobile Systems, LLC dba Cingular Wireless, a Delaware limited liability company, on behalf of itself, and as Managing General Partner of Champaign CellTelco dba Cingular Wireless, a partnership organized under the laws of the District of Columbia, and SBC Wireless LLC, a Delaware limited liability company, as General Partner of Eastern Missouri Cellular Partnership, a partnership organized under the laws of the state of Delaware, as General Partner of Missouri RSA 8 Limited Partnership, a partnership organized under the laws of the state of Delaware, and as General Partner of Missouri 11/12 Limited Partnership a partnership organized under the laws of the state of Delaware (collectively, "Cingular Wireless or "Carrier").

WHEREAS, Southwestern Bell Mobile Systems, LLC dba Cingular Wireless, a Delaware limited liability company, is successor in interest, by merger, to the following: Southwestern Bell Mobile Systems, Inc., a corporation dually incorporated in Delaware and Virginia; SBMS Cellular Telecommunications Bloomington, Inc., a Delaware corporation; Decatur Cellular Telephone Company, Inc., a Delaware corporation; and, SBMS Cellular Telecommunications Springfield, Inc., a Delaware corporation;

WHEREAS, Southwestern Bell Mobile Systems, LLC dba Cingular Wireless, as successor in interest bmy merger, is the Managing General Partner of Champaign CellTelco, a partnership organized under the laws of the District of Columbia; and,

WHEREAS, Southwestern Bell Mobile Systems, LLC dba Cingular Wireless, a Delaware limited liability company, is successor in interest, by assignment, to Texas/Illinois Cellular Limited Partnership, a limited partnership organized under the Laws of the state of Delaware.;

WHEREAS, an Agreement For Reciprocal Compensation for CMRS Local Calling in Illinois by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., on behalf of Ameritech Illinois and Southwestern Bell Mobile Systems, Inc. and Gary Cellular Telephone Company, dated March 6, 1997, had been in effect (the "Gary Cellular Agreement");

WHEREAS, Southwestern Bell Mobile Systems, LLC dba Cingular Wireless, a Delaware limited liability company, is successor in interest, by assignment, to Gary Cellular Telephone Company, a New York General Partnership;

8 _____

¹ Illinois Bell Telephone Company ("Illinois Bell"), an Illinois corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Illinois Bell offers telecommunications services and operates under the names "SBC Illinois" and "SBC Ameritech Illinois", pursuant to assumed name filings with the State of Illinois. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

WHEREAS, by mutual agreement, the Gary Cellular Agreement has terminated;

WHEREAS, an Agreement For Reciprocal Compensation For CMRS Local Calling in Illinois by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., on behalf of Ameritech Illinois and Eastern Missouri Cellular Partnership, a partnership organized under the laws of the state of Delaware, Missouri RSA 8 Limited Partnership, a partnership organized under the laws of the state of Delaware, and Missouri 11/12 Limited Partnership a partnership organized under the laws of the state of Delaware, dated December 18, 1996, had been in effect (the "Eastern Missouri/Missouri RSA 8/Missouri 11/12 Agreement");

WHEREAS, by mutual agreement, the Eastern Missouri/Missouri RSA 8/Missouri 11/12 Agreement has terminated, and that Eastern Missouri Cellular Partnership, Missouri RSA 8 Limited Partnership, and Missouri 11/12 Limited Partnership wish to operate under the Agreement in the State has terminated; and,

WHEREAS, the Parties wish to amend the Term and Scope provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Illinois and Cingular Wireless hereby agree as follows:

1. The Gary Cellular Agreement and the Eastern Missouri/Missouri RSA 8/Missouri 11/12 Agreement have terminated.
2. The Agreement is hereby amended to reflect the following entities as Parties: "Illinois Bell Telephone Company d/b/a SBC Illinois" and "Southwestern Mobile Systems, Inc.; SBMS Cellular Telecommunications Bloomington, Inc.; Champaign CellTelCo; Decatur Cellular Telephone Company, Inc.; SBMS Cellular Telecommunications Springfield, Inc.; and Texas/Illinois Cellular Limited Partnership" to "Southwestern Bell Mobile Systems, LLC dba Cingular Wireless; Champaign CellTelco, a partnership organized under the laws of the District of Columbia; Eastern Missouri Cellular Partnership, a partnership organized under the laws of the state of Delaware; Missouri RSA 8 Limited Partnership, a partnership organized under the laws of the state of Delaware; and, Missouri 11/12 Limited Partnership, a limited partnership organized under the laws of the state of Delaware."
3. SBC Illinois shall reflect that name change from "Southwestern Mobile Systems, Inc" to "Southwestern Bell Mobile Systems, LLC dba Cingular Wireless" only for the main billing account (header card) for each of the accounts previously billed to Southwestern Bell Mobile Systems, Inc. SBC Illinois shall not be obligated, whether under this Amendment or otherwise, to make any other changes to SBC Illinois' records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Cingular Wireless affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Southwestern Bell Mobile Systems, Inc. with SBC Illinois for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, Cingular Wireless shall operate with SBC Illinois under the "Southwestern Bell Mobile Systems, LLC dba Cingular Wireless" name for those accounts. Such operation shall include, by way of example only, submitting orders under Cingular Wireless, and labeling (including re-labeling) equipment and facilities with Cingular Wireless.
5. Cingular Wireless represents that a complete list of Cingular Wireless Access Carrier Name Abbreviation (ACNA) codes covered by this Agreement is provided below. Any addition, deletion or change in name associated with the listed ACNA codes, or any changes in OCNs, requires notice to SBC Illinois. Notice must be received before orders can be processed under a new or changed ACNA code or OCN.

ACNA List: SBM, IUW, OCL, RRC

6. Section 8.0, "Term and Scope" of the Agreement is deleted and replaced with the following:

8.0 Term and Scope

- 8.1 The Effective Date of this Agreement is December 18, 1996 and this Agreement expired on December 18, 1999 (the period from December 18, 1996 to December 18, 1999, is hereinafter referred to as the

"Term"), but this Agreement shall remain in full force and effect on and after the expiration of the Term, subject to the provisions set forth below in this Section 8.

- 8.2 Notwithstanding any other provision of this Agreement, either Party (at its sole discretion) may terminate this Agreement, and the provision of Interconnection and services, in the event the other Party (1) fails to perform a material obligation or breaches a material term of this Agreement and (2) fails to cure such nonperformance or breach within forty-five (45) Days after written notice thereof. Should the nonperforming or breaching Party fail to cure within forty-five (45) Days after such written notice, the noticing Party may thereafter terminate this Agreement immediately upon delivery of a written termination notice.
- 8.3 If this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 8.4 and 8.5 below. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 8.3 other than its obligations under Sections 8.4 and 8.5.
- 8.4 Upon termination or expiration of this Agreement in accordance with Sections 8.2 and 8.3:
- 8.4.1 The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.; and
- 8.4.2 Each Party shall promptly pay all amounts owed under this Agreement.
- 8.5 If SBC Illinois serves notice of expiration or termination pursuant to Section 8.2 or Section 8.3, respectively, Cingular Wireless shall provide SBC Illinois written confirmation, within ten (10) Days, that Cingular Wireless either wishes to (1) commence negotiations with SBC Illinois, or adopt an agreement, under Sections 251/252 of the Act, or (2) terminate its Agreement. Cingular Wireless shall identify the action to be taken for each affected agreement identified in SBC Illinois's notice.
- 8.6 If Cingular Wireless serves notice of expiration or termination pursuant to Section 8.2 or Section 8.3, and also wishes to pursue a successor agreement with SBC Illinois, Cingular Wireless shall include a written request to commence negotiations with SBC Illinois, or adopt an agreement, under Sections 251/252 of the Act and identify which state(s) the successor agreement will cover. Upon receipt of Cingular Wireless's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 8.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which SBC Illinois received Cingular Wireless's Section 252(a)(1) request, at which time the Agreement shall terminate without further notice.
- 8.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), Cingular Wireless withdraws its Section 252(a)(1) request, Cingular Wireless must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that Cingular Wireless does not wish to pursue a successor agreement with SBC Illinois for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) Days after the date Cingular Wireless serves notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) Day following SBC Illinois's receipt of Cingular Wireless's notice of withdrawal

of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 8.4 of this Agreement.

- 8.9 If Cingular Wireless does not affirmatively state that it wishes to pursue a successor agreement with SBC Illinois as provided in Section 8.5 or Section 8.6 above, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) Days after the date Cingular Wireless provided or received notice of expiration or termination. Thereafter, the Parties shall have no further obligations under this Agreement except as provided in Section 8.4 above.
- 8.10 In the event of expiration or termination of this Agreement when there is no successor agreement between SBC Illinois and Cingular Wireless, SBC Illinois and Cingular Wireless shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided, Cingular Wireless shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to another Telecommunications Carrier, if applicable.
7. Except as provided herein, this Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. For purposes of this Amendment, the following definitions shall apply:
- “**SBC**” (“SBC Communications Inc.”) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company, Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- “**SBC-13STATE**” - As used herein, **SBC-13STATE** means the applicable **SBC**-owned incumbent local exchange carrier(s) (ILEC(s)) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
10. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court’s opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit’s decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) (“USTA decision”); the FCC’s Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC’s Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC’s Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) (“ISP Compensation Order”), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC’s Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27,

2001; and the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law") (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC-13STATE shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CarrierCARRIER's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. The preceding includes without limitation that SBC-13STATE shall not be obligated to provide combinations (whether considered new or existing) or commingled arrangements involving SBC-13STATE network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, and to the extent applicable, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC ILLINOISIllinois shall begin billing CARRIERCarrier the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC ILLINOISIllinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

11. This Amendment shall be effective upon approval by the Illinois Commerce Commission (IL-CC).

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

Southwestern Bell Mobile Systems, LLC, dba Cingular Wireless, a Delaware limited liability company; and, Champaign CellTelco, a partnership organized under the laws of the District of Columbia, dba Cingular Wireless, by Southwestern Bell Mobile Systems, LLC, its Managing General Partner

Illinois Bell Telephone Company d/b/a SBC Illinois by SBC Telecommunications, Inc., its authorized agent

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: For/ President-Industry Markets

Date: _____

Date: _____

Eastern Missouri Cellular Partnership, a partnership organized under the laws of the state of Delaware, by SBC Wireless LLC, its General Partner; Missouri RSA 8 Limited Partnership, a partnership organized under the laws of the state of Delaware, by SBC Wireless LLC, its General Partner; and, Missouri 11/12 Limited Partnership a partnership organized under the laws of the state of Delaware, by SBC Wireless LLC, its General Partner

By: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

FACILITIES-BASED OCN # _____
ACNA _____